

IN HANDLING EQUIP. NJ  
IN STREET  
IN N.J. 08837  
1) 738-9200



INVOICE NO.

330-07402

PAGE 1

SOLD TO: GIANT BATTERY  
62-64 VINCENT CIRCLE  
IVYLAND PA 18974

SHIP TO: GIANT BATTERY  
62-64 VINCENT CIRCLE  
IVYLAND PA 18974

MAIL PAYMENTS TO: P O BOX 8500 (61715) PHILADELPHIA, PA. 19178  
PLEASE LIST INVOICE NUMBER ON CHECK

CT REPA 43478

DATE	CUSTOMER #	CUSTOMER ORDER #	ORDERED BY	SHIP VIA	PU	EMP #	SLS #
7/29/01	63839	LNS61947/22 GM RENTA STEVE SMITH	DIRECT		36310	300	
QTY	QTY				UNIT		
ORDERED	B/O	SHIPPED PART#	MFG	DESCRIPTION	PRICE	AMOUNT	

\*\* RE-PRINT \*\*

10	7 PR376188-002	GM BATTERY	6633.60	46435.20
10	7 PR376188-001	BATTERY RENTAL	7278.20	50954.40
		GM BATTERIES		

GIANT BATTERY BILLED GM FOR THESE ON GH556768.

SUB-TOTAL 97389.60

COMPANY NOT REGISTERED TO COLLECT PA SALES TAX. REMIT SALE  
TAX DIRECTLY TO THE APPROPRIATE PA STATE TAX DEPARTMENT

TOTAL AMT 97389.60

BY \_\_\_\_\_

:CHARGE

**MINIMUM BILLING: \$15.00**

IF INVOICE IS PAID AFTER

6/28/01

RMS: Net due on receipt of invoice - No discount allowed.  
Service charge of 1% per month (12% per annum) will be charged on past due accounts.  
Returns accepted without prior approval. A handling/restocking charge will be deducted from all returns.  
Discrepancies must be reported within 5 days of receipt of shipment.  
Applicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

PLEASE PAY THIS AMOUNT

98363.50

EDISON NJ 08837  
(732) 738-9200



333-25189

PAGE

SOLD TO: GIANT BATTERY  
62-64 VINCENT CIRCLE  
ATTN: STEVE SMITH  
IVYLAND PA 18974

SHIP TO: FOR: GENERAL MOTORS  
90 LNB64354  
LINDEN NJ

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178  
PLEASE LIST INVOICE NUMBER ON CHECK

WHOLEGOOD ORDER# 39380

DATE	CUSTOMER #	CUSTOMER ORDER #	ORDERED BY	SHIP VIA	PU	EMP #	SLS #
6/19/01	63839	VIA FAX 6/12/01	STEVE SMITH			33510	30

QTY ORDERED	QTY B/O	QTY SHIPPED	MODEL#	MFG	DESCRIPTION	UNIT PRICE	AMOUNT
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1114S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1113S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1112S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1111S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1110S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01B0336S		

\*\*\* CONTINUED \*\*\*

J. BY \_\_\_\_\_

**NIMUM BILLING: \$15.00**

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PIN-V-F 11/20/96 P4

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MODERN HANDLING EQUIP. NJ  
75 NEW STREET  
EDISON NJ 08837  
(732) 738-9200



INVOICE NO.

333-25189

PAGE

SOLD TO: GIANT BATTERY  
62-64 VINCENT CIRCLE  
ATTN: STEVE SMITH  
IVYLAND PA 18974

SHIP TO: FOR: GENERAL MOTORS  
90 LNS64354  
LINDEN NJ

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178  
PLEASE LIST INVOICE NUMBER ON CHECK

WHOLEGOOD ORDER# 39380

DATE	CUSTOMER #	CUSTOMER ORDER #	ORDERED BY	SHIP VIA	PU	EMP #	SLN #
6/19/01	63839	VIA FAX 6/12/01	STEVE SMITH			33510	30

QTY ORDERED	QTY B/O	QTY SHIPPED MODEL#	MFG	DESCRIPTION	UNIT PRICE	AMOUNT
1		1 SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01B0335S		
1		1 SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01B1102S		
1		1 SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01B1103S		
1		1 SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01B1101S		
1		1 SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01C1303S		

IF YOU HAVE ANY QUESTIONS ON THIS INVOICE PLEASE CALL  
KAREN BEESE @ 732-738-9200 EXT 1120.

FOR CHARGERS THAT WERE SENT TO GENERAL MOTORS ON 6/6/01  
PO #LNS64354

WE APPRECIATE YOUR PROMPT PAYMENT

SUB-TOTAL 26076.00

NEW JERSEY	6.000% STATE TAX TOTAL AMT	1564.56 27640.56
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EC. BY \_\_\_\_\_

\*CHARGE\*

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IF INVOICE IS PAID AFTER  
7/19/01  
PLEASE PAY THIS AMOUNT  
27916.97

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**EXHIBIT B**

## GENERAL TERMS AND CONDITIONS

The following terms apply unless specifically modified in writing signed by Modern or unless otherwise stated on the front side hereof.

**DEFINITIONS:** "Modern" means the company whose name is printed in the upper left hand corner of the front of this form. "Equipment" means the goods and services described on the front of this form under "DESCRIPTION". "Buyer" means the Buyer of the Equipment, if this form is used as a "Sales Order." "Vendor" means the vendor to Modern of the Equipment, if this form is used as a Purchase Order or Change Order. "Subcontractor" means subcontractor installing the Equipment, if this form is used as an Installation Contract.

**TAXES:** Under Sales Orders, Buyer is responsible for payment of any excise, privilege, sales, or similar taxes, whether federal, state, or local, on the sale by Modern of the Equipment to Buyer, whether or not such taxes are included in the price stated on the front side hereof.

**PAYMENT:** Payment on Sales Orders shall be made as stated on the front of this form without any retention, offsets, back charges or other withholding. Deposits will not be refunded unless specified otherwise.

**SHIPMENT:** On Sales Orders, Equipment will be shipped F.O.B. point of origin, with freight collect or prepaid, as stated on the front of this form. Delivery to the carrier shall constitute delivery to Buyer for all purposes. For Purchase Orders (including Change Orders) freight terms will be as stated on the front side of this form.

**WARRANTY:** On Sales Orders for new Equipment, the only warranty to Buyer is that of the manufacturer. Modern offers no additional warranty. For used Equipment or for modifications made

by Modern to Equipment, and any warranty will be only as stated on the front of this form. Modern makes no other warranties, express or implied, with respect to any Equipment purchased or serviced hereunder and Buyer hereby acknowledges that there has been no reliance on any statements or representations, except as specifically set forth on the front hereof.

**FORCE MAJEURE:** Modern is not liable for any delay or failure to deliver the Equipment due to causes beyond Modern's control, including, but not limited to, acts of God, fires, strikes, lockouts, floods, government laws, regulations, embargoes, shortages of material, components, or labor disputes, change of design, or discontinuances of manufacture. Any delivery dates stated on the front side of this form shall be extended by the time resulting from any such delay.

**AGENCY:** Buyer, if this is a Sales Order, acknowledges that Modern is a distributor, and is not the manufacturer of the Equipment or its agent.

**CONSEQUENTIAL DAMAGES:** Modern shall not be responsible for any incidental or consequential damages caused by Equipment purchased hereunder malfunctioning or by any delays or failures to make delivery as set forth on the front side of this form or to provide Buyer with a replacement for any such Equipment.

**RESPONSIBILITY FOR INJURIES AND INDEMNIFICATIONS:** Any Buyer, Vendor, or Subcontractor hereunder shall indemnify and hold harmless Modern from all losses, costs, and expenses, including attorneys' fees, arising from any claims of personal injury, death, or property damage in connection with any Equipment sold hereunder, caused by any act or omission of any such Buyer, Vendor, or Subcontractor, or any of its agents, and/or employees.



Over 50 Years of Service

### IN PENNSYLVANIA:

**ALLEGTON, PA (1) (4)**  
6352 Chapman Rd., P.O. Box 3230  
(800) 222-3321

**BRISTOL, PA (1)**  
2501 Durham Road  
(800) 223-3827

**BRISTOL, PA (4)**  
5790 Rt. 13  
(800) 808-0504

**HARRISBURG, PA (1)**  
932 S. 13th Street  
(800) 637-3021

**HAVERTOWN, PA (4)**  
120 W. Eagle Road  
(800) 808-0503

**LANCASTER, PA (1) (4)**  
1207 Manheim Pike  
(800) 289-9362

**LANSDOWNE, PA (4)**  
53 N. Union Avenue  
(800) 808-0507

**READING, PA (1)**  
2021 Centre Avenue  
(800) 666-5666

**WEST CHESTER (4)**  
868 Lincoln Avenue  
(800) 466-3152

**W. CONSHOHOCKEN, PA (4)**  
1165 Matsonford Road  
(800) 445-4381

**WILKES-BARRE, PA (1)**  
295 New Commerce Blvd.  
(800) 698-7090

**WILLIAMSPORT, PA (1)**  
2605 Reach Road  
(800) 820-2851

**UWCHLAND, PA (1)**  
E. Township Line Rd. & Senn Dr.  
(800) 790-9007

**YORK, PA (1)**  
3480 Board Road  
(800) 233-9417

### IN DELAWARE:

**NEW CASTLE, DE (1)**  
66A Southgate Blvd.  
(800) 452-7800

**WILMINGTON, DE (4)**  
24 Brookside Drive  
(800) 227-2525

### IN MARYLAND:

**BALTIMORE, MD (4)**  
7667 Pulaski Highway  
(800) 841-3130

**WALL, NJ (2) (4)**  
1325 Highway 34  
(800) 866-0156

### IN NEW JERSEY:

**EDISON, NJ (3)**  
75 New Street  
(800) 846-5840

**EDISON, NJ (4)**  
184 Whitman Ave.  
(800) 738-2977

**MERCERVILLE, NJ (4)**  
2035 Nottingham Way  
(800) 808-0603

**HIGHTSTOWN, NJ (4)**  
909 Rt. 130 North  
(800) 808-0601

**NORTHFIELD, NJ (4)**  
2101 New Road  
(800) 808-0602

**EXHIBIT C**



INVOICE NO.

330-06136

PAGE 1

SOLD TO: GIANT BATTERY  
62-64 VINCENT CIRCLE  
IVYLAND PA 18974

SHIP TO: GIANT BATTERY  
62-64 VINCENT CIRCLE  
IVYLAND PA 18974

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178  
PLEASE LIST INVOICE NUMBER ON CHECK

CT REF# 45320

DATE	CUSTOMER #	VERBAL	CUSTOMER ORDER #	ORDERED BY	SHIP VIA	PU	EMP #	SLS #
5/03/01	63839			STEVE SMITH	U.P.S.	39990		300
QTY	QTY					UNIT		
ORDERED	B/O	SHIPPED	PART#	MPG	DESCRIPTION	PRICE	AMOUNT	
1		1	271897		DRIVER	38.02	38.02	
1		1	371537	REPL 840382	COIL	47.85	47.85	

SUB-TOTAL 85.87  
INCOMING FRT 10.13

COMPANY NOT REGISTERED TO COLLECT PA SALES TAX. REMIT SALE  
TAX DIRECTLY TO THE APPROPRIATE PA STATE TAX DEPARTMENT

TOTAL AMT 96.00

REC. BY \_\_\_\_\_

:CHARGE

**MINIMUM BILLING: \$15.00**IF INVOICE IS PAID AFTER  
6/02/01

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96.96

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